

BK 1472 PG 0022

RECORDATION REQUESTED BY:

REGIONS BANK
MEMPHIS MAIN OFFICE
COMMERCIAL LENDING
1100 RIDGEWAY LOOP ROAD
MEMPHIS, TN 38119

STATE MS.-DESOTO CO. *A*
FILED

MAR 8 12 59 PM '02 *W*

WHEN RECORDED MAIL TO:

REGIONS BANK
MEMPHIS MAIN OFFICE
COMMERCIAL LENDING
1100 RIDGEWAY LOOP ROAD
MEMPHIS, TN 38119

BK 1472 PG 22
W.E. DAVIS CH. CLK.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

LARRY HOMMEL
REGIONS BANK
COMMERCIAL LENDING
MEMPHIS, TN 38119
(800) 734-4667

NOTE TO CHANCERY CLERK:



MODIFICATION OF DEED OF TRUST



DOC47500000032696660001000000

THIS MODIFICATION OF DEED OF TRUST dated February 7, 2002, is made and executed between WILLIAM E. WARNER, whose address is 2811 WHITE OAK DRIVE, NESBIT, MS 38651-9511 and CHELLIE B WARNER, whose address is 2811 WHITE OAK DRIVE, NESBIT, MS 38651-9511; HUSBAND AND WIFE ("Grantor") and REGIONS BANK, MEMPHIS MAIN OFFICE, COMMERCIAL LENDING, 1100 RIDGEWAY LOOP ROAD, MEMPHIS, TN 38119 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 29, 1999 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

Recorded on October 18, 1999 in Desoto County Mortgage Book 1157 at Page 636.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DESOTO County, State of Mississippi:

See "Exhibit A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2811 WHITE OAK DRIVE, NESBIT, MS 38651-9511.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Extending the Maturity Date from February 7, 2002 to February 7, 2003.

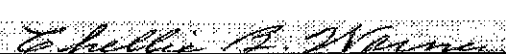
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

"EXHIBIT A". An exhibit, titled "Exhibit A", is attached to this Modification and by this reference is made a part of this Modification just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 7, 2002.

GRANTOR:

x 
WILLIAM E. WARNER, Individually

x 
CHELLIE B. WARNER, Individually

LENDER:

x 
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TN

)

) SS

COUNTY OF Shelby

)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 13th day of Feb, 2002, within my jurisdiction, the within named **WILLIAM E. WARNER and CHELLIE B WARNER, HUSBAND AND WIFE**, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

NOTARY PUBLIC

AT

My Commission Expires JUNE 13, 2004

LENDER ACKNOWLEDGMENT

STATE OF TN

)

) SS

COUNTY OF SHELBY

)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 13th day of February, 2002, within my jurisdiction, the within named William E. Warner and Chellie B. Warner a Married Couple corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

AT

My Commission Expires JUNE 13, 2004MY COMMISSION EXPIRES JUNE 13, 2004

RECORDATION REQUESTED BY:

REGIONS BANK
MEMPHIS MAIN OFFICE
COMMERCIAL LENDING
1100 RIDGEWAY LOOP ROAD
MEMPHIS, TN 38119

WHEN RECORDED MAIL TO:

REGIONS BANK
MEMPHIS MAIN OFFICE
COMMERCIAL LENDING
1100 RIDGEWAY LOOP ROAD
MEMPHIS, TN 38119

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This "Exhibit A" prepared by:

LARRY HOMMEL
REGIONS BANK
COMMERCIAL LENDING
MEMPHIS, TN 38119
(800) 734-4667

NOTE TO CHANCERY CLERK:

"EXHIBIT A"

This "EXHIBIT A" is attached to and by this reference is made a part of the Modification of Deed of Trust, dated February 7, 2002, and executed in connection with a loan or other financial accommodations between REGIONS BANK and WILLIAM E. WARNER and CHELLIE B WARNER.

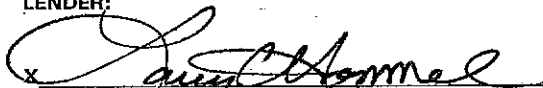
Lots 555 and 556, Section C., Bridgetown Subdivision, as shown by the Plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of Desoto County, Mississippi, in Section 23, Township 2, Range 7 West.

GRANTOR:

x 
WILLIAM E. WARNER, Individually

x 
CHELLIE B WARNER, Individually

LENDER:

x 
Authorized Officer